Exhibit B



STATEMENT OF WORK #1

This Statement of Work #1 ("SOW 1") shall become effective as of the last date of signature found in the signature blocks below between the parties (the "SOW Effective Date"), and is hereby incorporated into the terms of the Amended and Restated Master Service Agreement (the "Agreement") between Brightstar Corp. ("Brightstar") and Harvestar Technologies Inc. ("Service Provider") dated April 9, 2018. The terms and conditions of the Agreement shall apply and are hereby incorporated within this SOW except where there is a direct conflict between the terms of this SOW and the Agreement, in which case the terms and conditions as expressly set forth in this SOW shall prevail over the terms and conditions of the Agreement. Capitalized terms not defined herein shall have the same meanings as in the Agreement. This SOW 1 shall govern the device repair and refurbishment services provided by Service Provider for Brightstar.

Definitions. As used within this SOW 1, the capitalized terms below shall be defined as follows:

RUR – "Return Unrepaired" is defined as returning units sent to repair that do not meet the condition set fourth in the agreement to repair and those units are to be returned to Brightstar in the same condition as received. They are not to be disassembled or harvested for parts in any way.

BER - "Beyond Economical Repair" is defined as a unit in which the repair cost is not within the parameters of agreed to activity in the agreement.

DIR – "Damaged in Repair" is defined as a unit that meets repair condition and is damaged by the Service Provider during repair activity. DIR is calculated directly against the yield of the Service Provider and is never to be returned as RUR condition.

RCA – "Root Cause Analysis" is a method of problem solving used for identifying the root causes of faults or problems.

CAPA – "Corrective Actions / Preventive Actions" are defined as improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations.

MBR - monthly business review.

QBR - quarterly business review.

1. Scope

- During the term of this SOW and the Agreement, Service Provider shall provide Brightstar with the following scope of services agreed upon by both parties ("Services"):
 - At the request of Brightstar, Service Provider will receive from Brightstar certain Products which require repair and/or refurbishment.
 - Repair includes receipt, triage, report (ensuring that the unit meets condition outlined in the agreed to pricing structure), and part(s) replacement of damaged or malfunctioning component part(s), or replacement of any cosmetically damaged non-functioning part(s).
 Parts procurement under this agreement will be the responsibility of the Service Provider.
 Service Provider will own the parts and will be responsible for managing inventory levels to meet production forecasts.
 - Refurbish includes receipt, triage, report and cosmetically refurbishing the existing cosmetic parts that are on the handset. No functional repair or parts replacement is included.
 - If requested in writing by Brightstar, Service Provider will perform device repair and/or refurbishment to the required grade condition, compliant with all OEM standards and specifications including functionality and permissible parts used to deliver the service and quality test performance required outlined in Exhibits A and B.

- If requested in writing by Brightstar, Service Provider shall repair and/or refurbish the Products in accordance with Brightstar's prescribed standards, requirements and quality criteria in accordance with Exhibit A.
- If requested in writing by Brightstar, Service Provider shall test all the Products and their respective components, including but not limited to display module, mother board, back housing, SW revision, RF compliance, before the repaired/refurbished Product is delivered back to Brightstar.
- Service Provider shall deliver the repaired/refurbished Products, together with reports (in such form satisfactory to Brightstar) and the invoice for the Services, back to Brightstar's requested location or warehouse.
- b) In consideration of Service Provider's Services, Brightstar shall pay to Service Provider fees as agreed by the Parties and set forth on Service Provider's Brightstar rate card. The Brightstar rate card may be updated from time to time if mutually agreed. Both parties agree to have monthly pricing review to optimize the opportunities to increase the refurbishment traffic.
- c) Service Provider has 2% production defective allowance during refurbish process. Production damages includes any unit that is damaged during repair process post triage assessment. This condition will be known as DIR. Any RUR return exceeding five (5) days in factory will be deemed as DIR. Product not meeting program condition specifications shall be returned to Brightstar as RUR. RUR returns will not be calculated in the yield or TAT SLA's.

2. Forecasting & Operational Planning ("OP")

- 2.1. Supply Forecasting will be submitted for thirty (30), sixty (60), and (90) day production supply outlook. Brightstar will submit a supply forecast to Service Provider at least (15) days prior to production month. For example, the supply forecast submitted end of the second week of January would be for February production period. March/April would be directional production outlook.
- 2.2. Processing Commit is expected to be submitted by Service Provider to Brightstar three (3) days post receipt of the supply forecast. Processing is the action of receiving, triage and repairing / refurbishing, if the applicable device's core is a good core. The commitment is the assurance by the Service Provider that production will meet the expected demand. Production plans shall be submitted by Service Provider every week for a four (4) week rolling view. The production plan should align with the supply forecast volumes submitted. Production plans should be corrected over the period to ensure equal allocations are produced throughout the period.
- 2.3. Service Provider shall collect or Brightstar will ship all available devices from Brightstar as advised to the Service Provider and the Service Provider shall receive supply shipments weekly. Service Provider is expected to receive, send Notification of Receipt ("NOR") to Brightstar identifying any variances from the ASN. Any ASN variances should be reconciled with Brightstar prior to proceeding with the repair or refurbishment Services of the applicable devices.
- 2.4. The Service provider is required to inspect the devices upon receipt in accordance with Exhibit A to assess the condition of such devices and report to Brightstar any variances or discrepancies to the expected and agreed conditions of the product.
- 2.5. Service Provider will provide Brightstar with an Advance Shipment Notice ("ASN") detailing all finished Product ready for delivery back to Brightstar (Service Provider will conduct test based on Exhibit A) and will ship finished Products weekly to the location designated by Brightstar. All finished Product shipments shall be accompanied by an ASN identifying the details of the shipment contents as set fourth in Exhibit B. The ASN detail should match and back up the invoice.

2.6. Return Un-Repaired (RUR) shipments are to be processed and shipped to Brightstar's designated location on a weekly basis. No RUR device unit is to age over ten (10) days (including five (5) days to receive and triage the units). Service Provider will return devices in same condition as supplied by Brightstar.

3. Warranty

3.1. Service Provider shall provide a full scope service warranty period of ninety (90) days from the date of delivery of the repaired/refurbished Product from Service Provider to Brightstar. Any customer abuse or defects caused by software would not be covered in warranty. In addition, if the repaired/refurbished Products are disassembled, the warranty provided by Service Provider shall no longer be valid.

4. Reports and Information Exchange

- 4.1 Service Provider shall provide daily inventory status to Brightstar (either in portal or flat file export format) to ensure inventory balance between Service Provider and Brightstar. A template of the Inventory Tracking Snapshot export will be provided by Brightstar to Service Provider in the format illustrated in Exhibit B (sample), hereto.
- 4.2. Service Provider information shall contain all Brightstar's owned inventory and identify the disposition of such inventory. A nightly file (the "daily snapshot") must be exported to Brightstar FTP site to enable Brightstar to synch inventory with their system. A template of the snapshot will be provided by Brightstar to Service Provider. A sample template is included in Exhibit B. Any variances with system reported inventory will follow the inventory cycle count process for resolution.
- If a part number conversion process is applicable, Brightstar will provide Service Provider with this process.
- 4.4. Any and all interchanges of electronic data (Electronic data interchange solution or EDI) between Brightstar and Service Provider computer systems for the purposes of this SOW will comply with the EDI policy set out in Exhibit C, or such other Brightstar policy as may be advised to the Service Provider.

5. Invoicing

5.1. Service Provider shall submit invoices along with ASN shipments. Invoices shall include the detail of P/N, PO, QTY, Price, etc. Payment terms are as set out in the Agreement.

6. Pricing

6.1 Pricing (and the rate card) shall be revised quarterly to meet fair market on material and labor.

7. SERVICE LEVEL AGREEMENTS

- 7.1. All SLA's and operational progress will be covered in weekly operational meetings to ensure Service Provider is tracking to meet objectives. MBR's will be held to cover all SLA performance and all notifications of missed goals and penalties will be communicated during MBR operational dashboard metric discussions.
- 7.2. SLA non-performance notifications and penalties will be established during each MBR with Brightstar communicating the unmet service and the penalties that will ensue. Service Provider will have time to communicate the RCA (root cause analysis) and provide a CAPA corrective action / preventive action plan in no more than three (3) days of how Service Provider will resolve the issue ongoing.

No.	Name	Definition	Calculation	Monthly Service Level	Service Level Remedies/Credits /Incentives
TR-1	Quality Assurance	Mutually agreed upon Acceptable Quality Limit ("AQL")	# of inspected devices which fail standards divided by the total # of devices inspected	98%	Remedies for failure to meet Service Levels: Warning Notification Corrective Action Plan Failure to resolve within 10 days: 20% credit based on the repair cost of true bounce units that fails agreed service level to Brightstar.
TR-2	True Bounce	N/A	N/A	N/A	Only applicable with endemic failures in the field.

TR-3	Repair Service (Throughput)	Ability to execute monthly production schedule	Actual completed devices divided by the Targeted completed devices applicable for refurbish(assuming device availability)	Monthly output at least 95% of monthly targeted production output	Remedies for failure to meet Service Levels: Warning Notification Corrective Action Plan
TR-4		Yield	Damaged volume divided by actual refurbished volume produced in same period	99%	Remedies for failure to meet: Warning Notification / Corrective Action 2 nd offense in 2 consecutive months – charge for damaged volume over 1%
P-1	Customer Privacy Information (CPI)	Product unit found with previous customer information	# of inspected refurbished devices which meet standards divided by the total # of devices inspected	100%	Remedies for failure to meet Service Levels: Warning Notification Corrective Action Plan If CPI defect was found among finished Products after verified by Service Provider, US\$5000 per occurrence will be charged by Brightstar.

8. INVENTORY SERVICE LEVELS

No.	Name	Definition	Calculation	Monthly	Service Level
				Service Level	Remedies/Credits /Incentives

J-1	Quarterly Cycle Count Product Accuracy	Service Provider to provide cycle count service Variance of actual device unit count from expected inventory count (with respect to device units to be counted during the applicable month. Cycle counts will be used to determine the cycle count accuracy. Net variance is calculated at the part level.	1 - (Device unit inventory Net Variance / Total Device Units Cycle Counted during the applicable month)	99.9%	Remedies for failure to meet Service Levels: Warning Notification Corrective Action Plan
1-2	Annual Inventory Accuracy (based on throughput)	The metric will be calculated on a cumulative annual calendar basis and will include the loss variance from the monthly cycle counts, and where applicable, will include any gross loss variance of any annual physical inventory count performed during a given calendar year, and will include all inventory adjustments made throughout the year, (excluding inventory adjustment made for theft or fraudulent loss, Service Provider will be responsible for fraudulent loss while under Service Provider's care and custody).	1 - (Total Annual Device Shrink / Total Annual Device Throughput)	99.9%	Remedies for failure to meet Service Levels: Warning Notification Corrective Action Plan

SLAs will be calculated and effective from first receipt of Products pursuant to this SOW 1.

9. IT SERVICE LEVELS

No.	Name	Definition	Calculation	Monthly Service Level	Service Level Remedies/Credits /incentives
J-1	IT Systems Up-Time	The total available system time less time allotted for maintenance over actual	System up-time = Total System Available Time / (Planned Systems Available Time - Planned Maintenance Time)	99.0%	Remedies for failure to meet Service Levels: Warning Notification Corrective Action Plan

SLA's will be enforced thirty (30) days after the SOW 1 Effective Date.

10. Permissible Parts

- 10.1. Service Provider will use only-genuine parts that are new or used, provided that in the case of used parts, they comply with the criteria set out below.
- 10.2. For first line components only Re-use of components from existing devices is only permissible for first line components (parts that are key to the functionality of the unit, such as the display, printed circuit board (PCB), flex and battery) including but not limited to any branded parts and key functional components like transceiver, camera, battery and displays, provided that they comply with all the following requirements:
 - They are fully functional and meet the OEM, e.g., Apple, quality standards and specifications of new components; and
 - b. They are agnostic to the original product serialization i.e. does not change the serialization of the original device; and
 - c. They are agnostic to the original product certifications i.e. in full compliance with the certification of the original device, that the component is intended to be implemented.
- 10.3. For second line components only Where the Service Provider is not able to source genuine OEM sub-assemblies of second line components such as backlights, led, cushions and mechanical parts because they are not sold by the OEM (or its approved suppliers, as the case may be) as individual components, Service Provider can only implement said components in the Services, provided that they are not First Line Components and sourced by reputable vendors, and it warrants to Brightstar that they are not in breach of any third party intellectual property rights, and meet or exceed the OEM quality standards and specifications.

11. Additional Compensation

- 11.1. Credits will be applied in the following scenarios:
 - 11.1.1. Inventory Shrinkage. Inventory shrinkage that occurs while in Service Provider's possession or under Service Provider's control, other than damaged Product, credits (if necessary) will be applied on an annual basis or following the annual physical inventory audit. Provider will track all inventory adjustments made throughout the year in order to

reconcile the inventory following the annual physical inventory audit. A monthly inventory synch will be performed at MBR between Brighstar and Service Provider to reconcile any variance in inventory volume by SKU/serial. Serialized inventory in Service Provider's care and custody determined to be missing will be valued at Brightstar per sales price for equivalent device & grade at that time. Brightstar's team shall provide monthly price list of models in question to Service Provider.

- 11.1.2. Customer Privacy Information (as defined in Section 7.2). Amounts called for by SLA will be tracked and deducted from invoice.
- 11.1.3. QA failure. Service Provider will issue an RMA to return all QA (as defined in Section 7.2) fails and shall conduct CAPA analysis within seventy-two (72) hours after receiving QA failure(s). Service Provider will perform rework on devices with confirmed true failure caused by or attributable to Service Providers's performance error or omission. Service Provider will submit a credit memo of the cost of each defective unit if a return can't be serviced. RMA untis will have production priority over units in factory due to aging of the unit.
- 11.1.4. Failure to repair. Any device core found to be deemed BER (RUR) or Salvage (DOA or unable to clear data) that is in good working order will be subject to penalties per the Agreement.
- 11.2. Missed Performance Metrics. For performance metrics that are missed, Service Provider will summarize and address during the MBR and be subject to Credit Service Level Remedies/Credits /Incentives set in the corresponding table (Section 7 above).

12. Governance

- 12.1. An MBR will be structured to measure the metrics of the progam to gauge progress. SLA's will be measured by dashboard metrics agreed between the two parties. During the term, the parties must comply with their obligations to ensure alignment and to manage issues and concerns. The specified obligation of each party will be outlined in a program governance structure to be mutually agreed.
- 12.2. In addition to monthly review, key account management team members from Service Provider and Brightstar will meet on a quarterly basis (or as otherwise mutually agreed by the Parties) for a formal review of program service level and quality performance metrics for the previous quarter's operation against agreed upon SLAs indices. The meeting will include, at a minimum, a review of the operational performance, volumes, and cycle count results, continuous process improvement initiatives, forecasts for the coming quarter, areas of opportunity for improvement, and corrective action, progress to automate manual processes, additional categories as requested and agreed by the parties.
- During the QBR, Service Provider will provide a Program cost saving update (program-to date). Examples of Program Savings that will be tracked by Service Provider are as follows: material savings, aftermarket part savings, savings using refurbished parts, freight savings, recycling revenue, elimination of processes/charges, etc. If there is a significant change in the operation or business, altering Service Provider's cost assumptions or processes, the Parties agree to revisit pricing.
- 12.4. During the first QBR, the parties will review timing assumptions used to develop functional pricing and if assumptions originally used prove to be incorrect, the parties agree to revise pricing accordingly. The Parties agree to review pricing on an annual basis to assess the need for adjustments.

13. Corrective Action

13.1. In the event that either Customer or Service Provider does not meet agreed-upon and established SLAs, the responsible party will initiate an internal corrective action request to address the root cause impacting the responsible party's ability to meet the given SLA(s). Each corrective action should address the following components:

- 13.1.1. Containment Action;
- 13.1.2. Immediate Corrective Action(s);
- 13.1.3. Both Short and Long Term Preventive Action; and
- 13.1.4. Follow-up of Correction Action, including the results of corrective action's effectiveness, as part of the Quarter Business Review.

14. Continuous Performance Default

- 14.1. Unless otherwise waived or cured as provided in this Section, Service Provider's failure to meet the same Service level measurement for two (2) consecutive quarters shall constitute Service Provider's failure to perform to the stated Service level ("Continuous Performance Default").
- 14.2. Unless waived or the Continuous Performance Default is cured within the thirty (30) day cure period as described in the Agreement, at Brightstar's sole discretion, Brightstar may terminate this SOW 1 for a Continuous Performance Default.
- 14.3. Service Levels shall be measured as noted in Section 4 above. Such measurement shall exclude any days in which Service Provider was excused in writing by Brightstar from meeting the Service levels.
- 14.4. Service Provider shall be excused from a Service Level to the extent that such failure is caused by Customer and/or is subject to Force Majeure.

15. AQL

15.1 Service Provider shall conduct a Quality Audit on 100% of finished Products. Only finished goods which have successfully passed the Quality Audit shall be shipped to Brightstar.

16. Counterparts.

16.1. This SOW may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which shall constitute only one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this SOW 1 to be duly executed.

Brightstar Corp.	SERVICE PROVIDER.
By: hOM	Ву:
Title: VP-Corporate Treasurer	Title:
Date:	Date;

- 2.1. address the root cause impacting the responsible party's ability to meet the given SLA(s). Each corrective action should address the following components:
- 2.1.1. Containment Action;
- 2.1.2. Immediate Corrective Action(s);
- 2.1,3. Both Short and Long Term Preventive Action; and
- 2.1.4. Follow-up of Correction Action, including the results of corrective action's effectiveness, as part of the Quarter Business Review.

3. Continuous Performance Default

- 3.1. Unless otherwise waived or cured as provided in this Section, Service Provider's failure to meet the same Service level measurement for two (2) consecutive quarters shall constitute Service Provider's failure to perform to the stated Service level ("Continuous Performance Default").
- 3.2. Unless waived or the Continuous Performance Default is cured within the thirty (30) day cure period as described in the Agreement, at Brightstar's sole discretion, Brightstar may terminate this SOW 1 for a Continuous Performance Default.
- 3.3. Service Levels shall be measured as noted in Section 4 above. Such measurement shall exclude any days in which Service Provider was excused in writing by Brightstar from meeting the Service levels.
- 3.4. Service Provider shall be excused from a Service Level to the extent that such failure is caused by Customer and/or is subject to Force Majeure.

4. AQL

4.1. Service Provider shall conduct a Quality Audit on 100% of finished Products.
Only finished goods which have successfully passed the Quality Audit shall be shipped to Brightstar.

5. Counterparts.

5.1. This SOW may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which shall constitute only one document.

[SIGNATURE PAGE FOLLOWS]

Exhibit A

Standards, Requirements and Quality Criteria for Grade A Condition

Preparation

Ensure that there are sufficient amounts of latex gloves, isopropyl alcohol and glass cleaner at this station to handle the day's production. All equipment should be properly organized for easy access. Always wear latex or nitrile gloves when handling phones.

Process:

Brightstar will expect 100% of the refurbished devices to be tested to its standards. This includes all samples, all golden products, and all standard production devices.

The process will involve 3 key set of tests:

- Cosmetics testing
- Battery testing
- Functionality testing

All tests will be recorded to create a Technical passport that can be provided on request. Only devices that are 100% compliant on all 3 tests can be labelled as "Phone ME" (Brightstar Refurbished handset)

Cosmetics testing:

Surface Inspection Requirements

Surface Classifications: Light Setting: 1100 -1400 LUX

Normal Viewing Distance: 12" (perpendicular to line of sight) w/slight rotation in all 4 directions

Normal Viewing Time: 4 seconds (surface "AA" and "A" together),

4 seconds (surface "B" and "C" together)

Defect Definitions

Scratch: A groove that is permeated onto a surface (may or may not be felt, but can be seen by cosmetic inspection).

Scuff: A series of very light, concentrated scratches (can be seen but may or may not be felt).

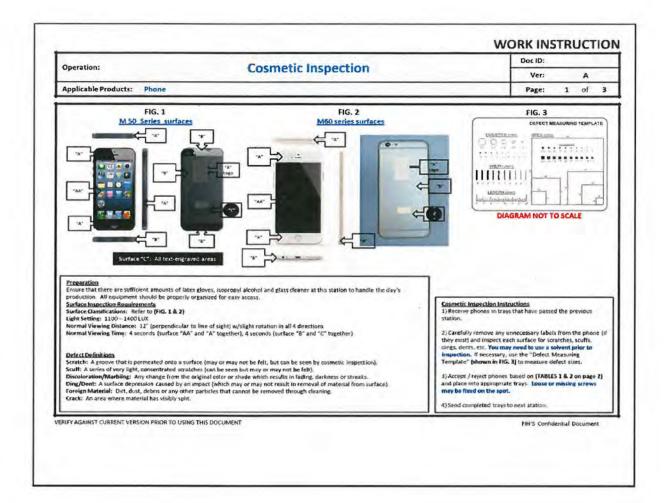
Discoloration/Marbling: Any change from the original color or shade which results in fading, darkness or streaks.

Ding/Dent: A surface depression caused by an impact (which may or may not result in removal of material from surface).

Foreign Material: Dirt, dust, debris or any other particles that cannot be removed through cleaning.

Crack: An area where material has visibly split.

SURFACE	"AA"	"A"	"B"	"C"
DEFECT TYPE	REJECT	REJECT	REJECT	REJECT
SCRATCHES,	>1 per 40mm X 40mm	>2 per 40mm X 40mm	>2 per 40mm X 40mm	
SCUFFS	>5mm Length >0.1mm Width	>5mm Length >0.1mm Width	>5mm Length >0.3mm Width	
PITTING, DINGS, DENTS (count each as 1 defect)	>1	>1 per 40mm X 40mm	>2 per 40mm X 40mm	
	>0.2mm squared	>0.2mm squared	>0.4mm squared	NO TOLERANCE
FOREIGN MATERIAL (clean prior to inspection)	>1 per 40mm X 40mm	>2 per 40mm X 40mm	>2 per 40mm X 40mm	
	>0.2mm squared	>0.2mm squared	>0.3mm squared	
MAX. DEFECTS ALLOWED	2	3	5	
AUTOMATICALLY REJECT IS		cracks, loose/broken Gaps between	ingular defects total or parts, or warped parts surfaces exceed 0.3mr nissing or illegible	are present

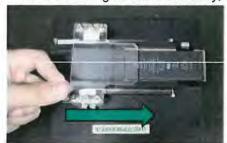


Battery testing:

Please note that this test is expected to be done in the repair centers and reported to Brightstar.

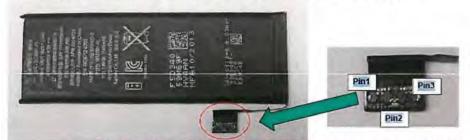
All batteries received will be tested against:

- · Battery Thickness testing (if obvious issue):
 - 1. Put the battery on fixture (don't press the battery with hands).
 - 2. Slide the limit gate (picture1).
 - 3. If the limit gate move smoothly, the battery would be OK.



The Specific: i.e. iPhone thickness ≤3.9 mm

- · Battery voltage testing
 - 1. Use multi-meter to check the voltage between pin1& pin3(V1)
 - 2. Use multi-meter to check the voltage between pin1& pin2(V2)



The Specific: i.e. iPhone V1≥3.8V, meanwhile 1.8V ≤V2≤2.2V

- Battery Capacity testing
 - Assemble the battery into the back cover assembly and connect the phone to the computer
 - 2. Run "iBackup Bot for iTunes" on computer (Picture1)
 - Read battery information, battery with "Full Charge Capacity" (Picture2)





Picture1

Picture2

The Specific : Full Charge Capacity ≥1000

1. .

Functional testing:

All devices will be tested before being sent to refurbishment and will be tested when returned back from the refurb partners. Below are the summary of the tests required on all our devices:

Home Button: Home Button works well; malposition and weak flexibility are not acceptable;

Touch ID: Touch ID print reader must function and must function by switching screens properly.

LCD: Obvious white spot, shadow, abnormal display, fiber, water pressure and dirty are not acceptable; diffused white spot that smaller than .3mm is acceptable; 0.2mm bright dot at the edge is acceptable; Slightly red in the display is acceptable (please refer to Golden Samples)

WI-FI & Bluetooth: Works well (Bluetooth: search for bluetooth device at a distance of 3m;WI-FI:search for WI-FI at a distance of both 5m<full signal> and 10m<more than 2 spots>)

Light Sensor: Switch functional and works well

Headset: Works only one side, distortion, no sound, not record are not acceptable. Headset can be inserted into the hole correctly

Proximity Sensor: Sensitive and screen turn dark and back to normal automatically

Volume Key: Both up & down key work well, volume indicator works well. Malposition, weak flexibility are not acceptable

Vibrator: Vibrator works well. Abnormal sound and weak response are not acceptable

Mute Key: Mute key functional and works well

Speaker & Earpiece: Speaker/earpiece works well and the sound should be clear. Distortion, low volume of sound is not acceptable

Phone Power: Power on/off and charging correctly. Auto start, auto reboot and shut down, not acceptable

Power Button: Power button should be able to power on. Weak flexibility and not sensitive are not acceptable; the button should be able to make the phone sleep/awake when pushing it;

Camera: Camera, flash and video work well. Blurry and abnormal display are not acceptable, camera focus function works well, spot or black dot in focus area are not acceptable, black dot that smaller than 0.2mm and not obvious spot at the edge are acceptable; mic of video works well

Voice Memo: Voice memo works well. Low volume, distortion, no sound are not acceptable

Touch Screen: Touch screen works well and sensitive; icons can be moved all around the screen, keypads on Message & Calculator works correctly

RF: All units are to be 100% RF tested according to the program spec for which we are producing

Others: Screen can be rotated; no extra icon or other content; FCCID, SN on label and SIM tray should conform with MB (Blank SIM tray is acceptable);

To improve the audit trail, we will run an automated script using MCE test jig:

MCE FUNCTION TESTS

To improve the audit trail, we will run an automated script using MCE test jig:

Audio	Earpiece Test	Pass / Fail
Audio	Headset Test	Pass / Fail
Audio	Loudspeaker Test	Pass / Fail
Audio	Microphone 1 Test	Pass / Fail
Audio	Microphone 2 Test	Pass / Fail
Audio	Microphone 3 Test	Pass / Fail
Audio	Vibration Test	Pass / Fail
Battery	Battery Charging Capacity Test	Pass / Fail
Battery	Battery Charging Test	Pass / Fail
Camera	Camera Flash Test	Pass / Fail
Camera	Front Camera Test	Pass / Fail
Camera	Front Camera Video Test	Pass / Fail
Camera	Rear Camera Test	Pass / Fail
Camera	Rear Camera Video Test	Pass / Fail
Connectivity	Signal Strength Test	Pass / Fail
Connectivity	Bluetooth Test	Pass / Fail
Connectivity	GPS Signal Status Test	Pass / Fail
Connectivity	Sim Card Existence Qualification	Pass / Fail
Connectivity	WiFi Networks Detection Test	Pass / Fail
Display	Ghost Screen Test	Pass / Fail
Display	Multi-Touch Test	Pass / Fail
Display	Screen Dimming Test	Pass / Fail
Display	Screen Test	Pass / Fail
Display	Touchscreen Test	Pass / Fail
Keypad	Physical Buttons Test	Pass / Fail
Sensors	Accelerometer Test	Pass / Fail
Sensors	Gyroscope Test	Pass / Fail
Sensors	Proximity Sensor Test	Pass / Fail
Memory	SD Card test	Pass / Fail

	Additional Requirements
Lens:	 Protective film must be raised during inspection. Film must be present on front lens and back cover. No part of gasket between touch screen and front should be visible Touch screen shoul dalign evenly with housing, with no overlaps or gaps other than specified in Table 1 There hsould be no finger marks on touchs screen. Light white spots, shadows or waves are allowed. If significant contrast, fail. Lens to housing variance - no more than .2mm is acceptable
SIM TRAY:	1. SIM tray must be seated evenly and must not have variance to housing surface
TOGGLE SWITCHES AND KEYS:	Keys should not be stuck sunk or in the housing All keys hsould have too tactile feeling and should operate with normal pressure. Light scratches are only allowed when not visible under normal viewing distance
CAMERA:	Gray shadows inside camera lens are acceptable as long as they are not visible therough the gray area on the "Test Block Template" Out-of-center lens are acceptable as long a picture quality is not affected
USB and HEADSET PORTS:	1. No bent, sunk, damaged or short pins are allowed: no abrasion, debris or corrosion on pins are allowed (even if functional) 2. Light scratches inside the USB port are allowed 3. Light scratches on the outer ring of the USB port are allowed if they are not visible uder normal viewing distance 4. Light discoloration on the USB and headset port is allowed.
BACK COVER:	Protective fil must be raised during inspection. Squeegee must be used to remove all bubbles during reapplication
HOME BUTTON:	Peeling of paint is not acceptable if chrome is visible Ring must not have variant between glass surface
SCREWS:	Screws should be in plac, secured and level with surface. Threads must not be stripped.

Exhibit B

Standards, Requirements and Quality Criteria for Grade B and C Conditions

Grade	Criteria	Global Grading Standard B						
В	Cosmetic	Light scuffs allowed on the front glass, but no chips or cracks Up to three (3) light scratches allowed on front glass Limited scratches (up to 5) and chips/dents on back cover and housing, minor paint pealing permitted, minor dents on corners but no cracks Home button can have light scratches No missing or alternative parts, camera lens present, scratches permitted Battery cover required No Signs of liquid damage permitted – no tripped LCI Battery (when present) cannot be swollen						
	Functional	Customer Data must be cleared Key Function test passed (power, home buttons, display) Button issues permitted (hard to use, intermittent) Charge port and flash imperfections permitted No activation lock (i.e. FMiP, Android lock, etc.) No screen locks, pin locks, passcode Minor halos, white spots or discolored screens permitted No jailbroken or rooted devices						
Grade	Criteria	Global Grading Standard C						
C	Cosmetic	Unlimited scratches on the front glass, but no chips or cracks on the front glass Unlimited scratches on the rear glass, but no chips or cracks on the rear glass Chips on plastic ring around front glass Chips on the plastic ring around rear glass Unlimited scratches and chips/dents on back cover and housing Paint peeling permitted Dents on corners, but no cracks Cracks on back cover permitted Camera lens missing, cracked or damaged permitted No missing or alternative parts Missing Stylus, Charge Port Cover or SIM Tray is permitted Battery and/or battery cover not required Etching, customized housing and aftermarket covers permitted Signs of liquid damage permitted						
	Functional	Customer Data must be cleared Key Function test passed (power, home buttons, display) Charge port imperfections permitted Flash imperfections permitted Button imperfections permitted (usage and cosmetic) No activation lock (i.e. FMiP, Android lock, etc.) No screen locks, pin locks, passcode, etc. Discoloration permitted (white spots, pink screens, halo screens) No jailbroken or rooted devices						

Exhibit C

Template (Sample for illustration purposes) of the Inventory Snapshot Export

SHIP PO	RECEIVED PO	UNIT_ID	XCVR_OUT	CARTON ID	PALLET_ID	DEC	HEX	SKU	REPAIR LEVEL Price	ce
PO (TT00000000000000		DNPGFFLNDTF9	BSVMD276LL16B	901000173711	ASU-000490	256691418402114116	99000088204244	731-0-71-IPHN 45 16GB BK	\$ 3	34.94
PO_ITT00000000000000		C78F73DYDDP7	BSVMC676LL16B	901000173773	ASU-000490	270113180216343077	A100001AF96025	731-0-71-IPHN 4 16GB BK	\$ 3	34.94
PO (TT00000000000000		C8TG4UWDDDP8	BSVMC677LL16W	901000173671	ASU-000490	270113180407269426	A100001C6EE84A	731-0-71 -IPHN 4 1668 WH	\$ 3	34.94
PO_ITT0000000000000		C8TF83QRDDP7	BSVMC676LL16B	901000173762	ASU-000490	270113180214947546	A100001AE414DA	731-O-71-IPHN 4 16G8 BK	\$ 3	34.94
PO ITT0000000000000		DNPH7AP2DTFC	BSVMD277LL16W	901000174201	ASU-000490	256691430900075522	99000105012702	731-0-71 -IPHN 45 16 G8 WH	5.3	34.94
PO_ITT0000000000000		C39H3SVNDTFC	BSVMD277LL16W	901000174201	ASU-000490	256691443509663350	99000183937376	731-0-71 -IPHN 4S 16 GB WH	5 3	34.94
PD_ITT00000000000000		C8PHG5WPDTF9	BSVMD276LL16B	901000173711	ASU-000490	256691430802647656	99000104285668	731-0-71-IPHN 45 166B BK	\$ 3	34.94
PO_ITT00000000000000		C39H5ASDDTFF	BSVMD279LL32W	901000174101	ASU-000490	270113181307055336	A100002568A7E8	731-0-71 -IPHN 45 32 GB WH	5 3	34.94
PO 1TT0000000000000		DNQGJ57UDTF9	BSVMD276LL15B	901000173732	A5U-000490	256691418303444993	99000087349101	731-0-71-IPHN 45 16GB BK	5 3	34.54
PO_ITT00000000000000		C8PHCFNKDTF9	BSVMD276LL16B	901000173711	A5U-000490	256691430606834452	99000102684914	731-O-71-IPHN 45 16GB BK	\$ 3	34.94
1 PO_ITTUO0000000000000		DNPGIRZQDTF9	BSVMD276LL16B	901000173711	ASU-000490	256601418204277892	99000086414684	731-0-71-IPHN 45 16GB BK	5.3	34.94
1_PO_ITT0000000000000		C39GJMR6DTF9	BSVMD276LL16B	901000173732	ASU-000490	256691418207358855	99000086704987	731-0-71-IPHN 45 16GB BX	5 3	34.94
1_PO_ITT00000000000000		C5FG50330DP7	BSVMC676LL168	901000173741	A5U-000490	270113180407663344	A100001C74EEF0	731-0-71-IPHN 4 15GB BK	5 3	34.94
PO (TT00000000000000		C8TG48SEDDP7	BSVMC676LL168	901000173741	ASU-000490	270113180406987835	A100001C5AA08B	731-0-71-IPHN 4 15GB BK	\$ 3	34.94
1 PO (TT00000000000000		C78G3EEPDDP7	BSVMC676LL16B	901000173741	ASU-000490	270113180404968278	A100001C48CF56	731-O-71-IPHN 4 16GB BK	\$ 3	34.94
PO_ITT0000000000000	1	C8WFHU6QDDP7	BSVMC676LL168	901000173762	ASU-000490	270113180406462575	A100001C629C6F	731-O-71-IPHN 4 16GB BK	\$ 3	34.94
1_PO_ITT00000000000006	-	C8PHGLUNDTF9	BSVMD276LL16B	901000173711	ASU-000490	25669143050577976A	99000101583134	731-0-71-IPHN 45 16GB BK	5 3	34.94
PO_ITT0000000000000		C39GF9NFDTF9	BSVMD276LL16B	901000173732	ASU-000490	256691418307820856	9900008777563R	731-O-71-IPHN 4S 16GB BX	\$ 3	34.94
PO ITT0000000000000		DNPH91BYDTF9	BSVMD276LL16B	901000173711	ASU-000490	256691430406886001	99000100681271	731-O-71-IPHN 45 16GB BK	5 3	34.94
1_PO_ITT0000000000000		DNPGFE5CDTF9	BSVMD276LL168	901000173711	ASU-000490	256691418204407384	99000086434058	731-O-71-IPHN 45 16G8 BK	\$ 3	34.94
PO ITTO000000000000		C39GFGG6DTFC	BSVMD277LL16W	901000174201	A5U-000490	256691418403609672	99000088371448	731-0-71 -IPHN 45 15 GB WH	\$ 3	34.94
1_PO_ITT0000000000000		C78F8DSTDDP7	BSVMC676LL16B	901000173762	ASU-000490.	270113180214047973	A100001AD65AE5	731-0-71-IPHN 4 16GB BK	5 3	34.94
PO ITT00000000000000		C8RG6LZSDDP7	BSVMC676LL168	901000173762	A5U-000490	270113180404222329	A100001C406D79	731-0-71-IPHN 4 16GB BK	5 3	34.94
PO_ITY0000000000000		C37FBJG000P7	BSVMC676LL168	901000173762	ASU-000490	270113180216094999	A100001AF59717	731-0-71-IPHN 4 15GB BK	5 3	34.94
PO_ITT00000000000000	1	C8RG34FUDDP7	BSVMC676LL16B	901000173773	ASU-000490	270113180402997630	A100001C2DB07F	731-O-71-IPHN 4 15G8 BK	5 3	34.94
PO_ITT0000000000000		C8TFHSWGDDP7	BSVMC676LL168	901000173741	ASU-000490	270133180406552346	A100000K63F81A	731-0-71-IPHN 4 15GB BK	5.3	34.94
PO_ITT0000000000000		C28GW1G00DP7	BSVMC676LL168	901000173741	ASU-000490	270113181307426975	A100002571539F	731-0-71-IPHN 4 16GB BK	5 3	34.94
PO_ITT0000000000000	-	C39H3W34DTFC	BSVMD277LL16W	901000174201	ASU-000490	256691430807377545	99000104709289	731-0-71 -IPHN 45 16 GB WH	5 3	34.94
PO (TT0000000000006		CSQGG7JSDDP7	BSVMC676LL168	901000173741	ASU-000490	270113180408405816	A100001C304338	731-0-71-IPHN 4 16G9 BK	\$ 3	34.94

Template (Sample) of ASN Structure

SEQ	DATE	SHIPMENT REF	Inventory ID	Model	CARTONID	IMEI	MODEL	COLOR	SIZE	Product Description
1	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	354446066468346	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
2	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0002	359300063860564	iPhone 6	Gray	16GB	IPhone 6 16GB Gray
3	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0003	359231069278008	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
4	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0004	359303064410942	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
5	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0005	358369067068822	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
6	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0006	352020071454047	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
7	18-May-17	RTFOX170005	13000066674	A1549	MGE0518-0001	352016070502927	IPhone 6	Gray	16GB	IPhone 6 16GB Gray
8	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359239063333513	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
9	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	358371065195771	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
10	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359307066271145	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
11	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	356991062285283	iPhone 6	Gray	16G8	iPhone 6 16GB Gray
12	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	358372067581802	iPhone 6	Gray	16GB	IPhone 6 16GB Gray
13	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	352021072312499	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
14	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	354404065320935	IPhone 6	Gray	16GB	iPhone 6 16GB Gray
15	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	354447069746068	Phone 6	Gray	16GB	IPhone 6 16GB Gray
16	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	356990061417517	(Phone 6	Gray	16GB	iPhone 6 16GB Gray
17	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359296065410426	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
18	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	352017070367840	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
19	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	352014071139633	iPhone 6	Gray	16GB	IPhone 6 16GB Gray
20	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359307061858144	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
21	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	352013073987114	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
22	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359304066145411	Phone 6	Gray	16GB	iPhone 6 16GB Gray
23	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359229065441570	IPhone 6	Gray	16GB	iPhone 6 16GB Gray
24	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359230065260309	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
25	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	352018071915942	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
26	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359230068825728	Phone 6	Gray	16GB	Phone 6 16GB Gray
27	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	359229063916235	iPhone 6	Gray	16GB	iPhone 6 16GB Gray
28	18-May-17	RTFOX170005	13000066674	A1549	MCE0518-0001	355787070330173	iPhone 6	Gray	16GB	iPhone 6 16GB Gray

Exhibit D

1. EDI - Electronic Data Interchange

- 1.1. The parties agree that they shall utilize electronic exchange of data and documents (EDI) in connection with the provision of the services in accordance with the terms of this clause [1].
- 1.2. The submission of such documents by electronic means in accordance with this clause [1] shall be binding on the party submitting such document as if such document was submitted in paper copy.
- 1.3. Subject to complying with clauses [1.4.1 and 1.4.2] the party submitting the electronic Document or receiving the electronic document may not challenge its validity on the basis that any other part of this SOW or any Agreement to which this SOW relates requires a paper form document.

1.4. Limitations on the use of EDI

- 1.4.1. Only those business units of each party listed in clause [1.5] may electronically transmit to or receive Documents from the other party.
- 1.4.2. Only those documents, data and materials listed in clause [1.6] (hereinafter referred to as "Documents") may be submitted electronically
- 1.4.3. Any transmission of data via EDI which is not in accordance with clauses 1.4.1 and 1.4.2 shall have no force or effect.
- 1.4.4. Any Documents which are transmitted in non-electronic paper "hard copy" format shall have no force and effect.
- 1.4.5. For the avoidance of doubt no electronic Document shall override, alter or change the Terms and Conditions of this SOW, or any other Agreement which has been executed in paper "hard copy" format and executed by both parties. Such SOW or Agreement may be amended only by a traditional paper "hard copy" writing and signed by both parties in accordance with the terms set out in such SOW or Agreement.
- 1.4.6. All Documents exchanged shall be transmitted in accordance with the agreed upon version of accepted national or international Standards.
- 1.5. The Following business units of each party shall be permitted to submit Documents via EDI.
 - 1.5.1. For Brightstar

Brightstar Asia Limited

- 1.5.2. For Service Provider Harvestar
- 1.6. The following documents, data and materials shall be permitted to be exchanged electronically subject to the parties agreeing the format of such Documents
 - 1.6.1. Pre alerts showing the following information:

Document to be sent with each shipment.

Return date: date of shipment

Original shipment: Batch number reference

Original inventory ID: SKU or master data device identification

Product description: Commercial name inclusive of device model, colour, memory size

Type: quality of the batch sent (Awaiting refurb, refurbished, not refurbished)

Remarks: used as comment field for any specific on the device (stock origin, ... etc)

Pricing: If the conditions are mixed

1.6.2. Once the parties have agreed to the format of each Document to be transmitted, neither party will change the format of any Document until thirty (30) days advance notice of change has been given to the other party.

1.7. Network Services

- 1.7.1. The parties shall ensure that they either voluntarily acquire or already having in place, a network service which is compatible with the other party's network and which will support the successful transmission via EDI of Documents between them. Neither party shall have any obligation to acquire additional computer equipment, networks or software in order to comply with the terms hereof.
- 1.7.2. Documents will be transmitted electronically by one party to the other either directly or through any third party service provider ("Provider") with which either party may contract. Both parties will require any Provider to maintain the confidentiality of all transactions. Either party may modify its election to use or not use or change a Provider upon thirty (30) days prior written notice.
- 1.7.3. Each party is responsible for its respective costs for network service charges and any and all other expenses it incurs for any reason relating to the transmission of EDI communications pursuant to this SOW.
- 1.7.4. Each party shall be liable for the acts or omissions of the Provider while transmitting, receiving, storing or handling Documents or performing related activities for such party, provided that if both parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.
- 1.7.5. Each party has the obligation to maintain its own storage of data, records and/or files.

1.8. Security and Authentication of Documents

- 1.8.1. Each party shall properly use those security procedures, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- 1.8.2. Each party shall adopt as its signature, an electronic identification consisting of symbol(s) or code(s) which are to be affixed to, or contained in, each Document transmitted by such party ("Signatures") and shall notify the other party of such Signature. Each party agrees that any Signature of such party affixed to, or contained in, any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose the Signatures of the other party to any unauthorized person.
- 1.8.3. Any Documents properly transmitted pursuant to this clause [1] shall be considered, to be a "writing" or "in writing"; and any such Document, when containing, or to which there is affixed a Signature ("Signed Document"), shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

- 1.8.4. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation until accessible, during regular business hours of the receiving party.
- 1.8.5. Upon receipt of any Document except a functional acknowledgement, the receiving party shall promptly and properly transmit a functional acknowledgement in return. A functional acknowledgement shall constitute conclusive evidence that a Document has been properly received.
- 1.8.6. If any transmitted Document is received in an unintelligible or garbled form it shall have no effect and the receiving party shall promptly notify the originating party.
- 1.8.7. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the "hearsay rule" or the "best evidence rule" on the basis that the Signed Documents were not originated or maintained in documentary form.